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EXTRAORDINARY

PART II—Section 3

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NEW DELHI, THURSDAY, AUGUST 30, 1956

MINISTRY OF FINANCE

(Department of Economic Affairs)

Bombay-1, the 16th August 1956

ORDER NO. I OF 1956

S.R.O.1936.

In the matter of the Insurance Act, 1938 and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas at all relevant times you Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, 'Gandhi Nagar, (Opposite New University of Rajputana Building), Vaipur, were an Officer or employee of the Juniter General Insurance Company. Limited, (hereinafter for the sake of brevity referred to as "the Company") AND WHEREAS I am satisfied that as such officer or employee of the Company, you have misapplied or retained or become liable or accountable for large amounts and you have also been guilty of misfeasance of breach of trust in relation to the Company in respect of or in connection with such amounts and have therefore rendered yourself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

Now, therefore, in exercise of the powers conferred upon me under sub-section (1) of Section 52BB of the Insurance Act, 1938, and all other powers me thereunto enabling, I hereby prohibit you the said Raj Mal Totuka from transferring or otherwise disposing of the properties mentioned in the Schedule hereunder written, which in my opinion are liable to attachment in proceedings under the said Section 106.

SCHEDULE

- (1) Your right, title, interest and share in the three-storeved residential house known as "Totuka Bhawan" situate at Rasta Bara Gangor, Chowkri Visheshwarji, Jaipur City.
- (2) Land, Building and hereditaments situated on and being Plot No. B-9, Gandhi Nagar, Opposite New University of Rajputana Building Jaipur.
- (3) Your share or interest in compensation payable by the Government of Rajasthan on account of resumption of Jagirs of the Village Jhain situate in Tehsil Sawai Jaipur and Village Sangarwas in Tehsil Malarna Chor.

(4) The following policies on your life effected with the Jupiter General Insurance Company, Limited, Bombay:

Serial No.	Policy No.	Date of the Policy.
I		28th May, 1948.
2	36044	-do-
3	43131	2nd December, 1949.
4	49058	19 December, 1950.
5	49059	-do-
6	49060	-do-
7	51554	5th June, 1951.
8	5155 <u>5</u>	-do-
Ģ	51556	-do-
10	R 52954	24th December, 1951.
11	62109	22nd September, 1954.
12	R 62807	27th November, 1954.

(5) The following policies of Life Insurance on your life effected with the companies mentioned below:

Name of the Company.	Policy No.	
Jaipur State Insurance	264	
Ruby General Insurance Company, Limited Hindusthan Co-operative Insurance Society.	1288	
Limited Western India Life Insurance Company,	303775	
Limited	194576	

- (6) The amount standing to your credit in respect of your contributions to the Jupiter General Insurance Company, Limited, Provident Fund, (including interest).
- (7) Amount standing to your credit in the account or accounts with the Bank of Bikaner Limited, Jaipur Branch, Jaipur.
- (8) Motor Car bearing No. RJX/136 alleged to have been acquired by Shri Vimal Kishore Jain from you and which purported acquisition is not of any legal effect as against the Administrator of the Jupiter General Insurance Company, Limited.
- (9) Your right title and interest as the mortgagee of the immovable property belonging to Shri Bhuwan Mohan Kasliwal. and situated at 184-D. Bani Park, E Scheme, Jaipur City, and which right title and interest are alleged and or purported to have been acquired by Shri Bhanwar Lal Jain, but which are within the meaning of Section 106 of the Insurance Act, 1938, the property of you Shri Rai Mal Totuka.

Given under my hand at Bombay this 16th day of August, 1916.

M. J. RAO,

Administrator
The Jupiter General Insurance Company, Limited,
State Bank Building, Bank Street, Fort, Bembay.

Shri Raj Mal Totuka, Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur.

Note:—Under the provisions of the sub-section (7) of the said Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the transfer or other disposition of any property in contravention of the above Order shall be void.

ORDER NO. II OF 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas I am also satisfied that the motor car bearing No. RJX/136 alleged to have been acquired by you Shri Vimal Kishore Jain of Uncha Kuwa, Haldiyon Ka Rasta, Jaipur, is within the meaning of Section 106 of the said Act the property of the said Raj Mal Totuka, and/or the property which is transferred by or on behalf of the said Raj Mal Totuka within two years before the commencement of the proceedings contemplated under sub-section (1) of Section 106.

Now, therefore, in exercise of the powers conferred upon me under subsection (1) of Section 52BB of the Insurance Act, 1938, and all other powers me thereunto enabling, I hereby prohibit you the said Vimal Kishore Jain from transferring or otherwise disposing of the said motor car No. RJX/136 which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO.

Administrator,

The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

Shri Vimal Kishore Jain. Uncha Kuwa, Haldiyon Ka Rasta, Jaipur.

Norg: -Under the provisions of sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the transfer or other disposition of the said motor car bearing No. RJX/136 in contravention of the above Order shall be void.

ORDER No. III OF 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9. Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas I am also satisfied that you Shri M. J. Rao, Shri M. V. Nadgar and Shri Y. B. Kunder Trustees of the Jupiter General Insurance Company, Limited, Provident Fund have in your possession or control the amount standing to the credit of the said Raj Mal Totuka in respect of his contribution to the Jupiter General Insurance Company, Limited, Provident Fund, including interest.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I hereby prohibit you the said (1) M. J. Rao, (2) M. V. Nadgar and (3) Y. B. Kunder, the Trustees of the Jupiter General Insurance Company, Limited, Provident rund from paying over the said amount to the said Raj Mal Totuka or to any other person on his behalf or from transferring or otherwise disposing of the same which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO.

Administrator, The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay

Shri M. J. Rao, Shri M. V. Nadgar and Shri Y. B. Kunder,

Trustees of the Jupiter General Insurance Company, Limited, Provident Fund, State Bank Building, Bank Street, Fort, Bombay.

Note:—Under the provisions of the sub-section (7) of Section 52BB Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment of the said amount standing to the credit of the said Raj Mal Totuka in respect of his contributions to the Provident Fund including interest to the said Raj Mal Totuka or to any other person on his behalf or transfer or other disposition of the same in contravention of the above Order shall be void.

ORDER No. IV of 1956.

In the matter of the Insurance Act, 1938 and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I as satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas I am also satisfied that the said Shri Raj Mal Totuka has taken out a policy of Insurance on his life from you the Ruby General Insurance Company, Limited, bearing number 1288.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I hereby prohibit you the said Ruby General Insurance Company Limited, from paying over to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said policy of insurance or from allowing said policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of which, in my opinion, is liable to attachment in proceedings under Section 106 of said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO. Administrator.

The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

The Ruby General Insurance Company, Limited, "N" Block, Cannaught Circus,

New Delhi.

Note:-Under the provisions of the sub-section (7) of Section 52BB of Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said Policy of Insurance or allowing the said policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of in contravention of the said Order shall be void.

ORDER NO. V OF 1956

In the matter of the Insurance Act, 1938 and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas I am also satisfied that the said Shri Raj Mal Totuka has taken out a Policy of Insurance on his life from the State Insurance Department, Jaipur, bearing number 264.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I hereby prohibit you the Director of the said State Insurance Department, Japur, from paying over to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said policy of insurance or from allowing said Policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO,

Administrator, The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

The Director, State Insurance Department, Government of Rajasthan, Jaipur.

Note: —Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938 notwithstanding anything contained in any other law for the time being in force the payment to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said Policy of Insurance or allowing the said Policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of in contravention of the said Order shall be void.

ORDER NO. VI of 1956

In the matter of the Insurance Act, 1938 and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas I am also satisfied that the said Raj Mal Totuka has taken out a policy of insurance on his life from you the Hindusthan Co-operative Insurance Society Limited, bearing number 303775.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I nervey prombt you the Hindustian Cooperative Insurance Society, Limited, from paying over to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said policy of Insurance or from allowing said Policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. R.

Administrator,
The Jupiter General Insurance Company, Limited,
State Bank Building, Pank Street, Fort, Bombay.

The Hindusthan Co-operative Insurance Society, Limited, Hindusthan Building,

4. Chittaranjan Avenue, Calcutta 13.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said policy of insurance or allowing the said policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of in contravention of the said Order shall be yoid.

ORDER No. VII of 1956

In the matter of the Insurance Act, 1938 and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered Office at State Bank Building, Bank Street, Fort, Bombay,

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas I am also satisfied that the said Raj Mal Totuka has taken out a policy of Insurance on his life from you the Western India Life Insurance Company, Limited, Satara City, bearing number 194576.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I hereby prohibit you the said Western India Life Insurance Company, Limited, from paying over to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said policy of insurance or from allowing said policy to be in any way

transferred assigned encumbered charged surrendered or otherwise disposed of which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO,

Administrator,
The Jupiter General Insurance Company, Limited,
State Bank Building, Bank Street, Fort, Bombay.

The Western India Life Insurance Company, Limited, Satara City.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said Policy of insurance or allowing the said policy to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of in contravention of the said order shall be void.

ORDER NO. VIII OF 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and Having its Registered office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas, I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employce at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas, I am also satisfied that the said Shri Raj Mal Totuka has taken cut 12 policies of Life Insurance on his life from you the Juniter General Insurance Company, Limited, as under:

Serial No.	Policy Number.	Date of the Policy
1	36943	28th May 1948
2	36044	Do.
3	43131	2nd December, 1949
4	49058	19th December, 1950
5	49059	Do.
6	49060	Do.
7	51554	5th June, 19 5 1
8	51555	Do.
9	51556	Do.
10	R52954	24th Decomber, 1951
11	62109	22nd September, 1954
1 2	R62807	27th November, 1954

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I hereby prohibit you the said Jupiter General Insurance Company, Limited, from paying over to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said policies of insurance or from allowing said policies to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of which, in my opinion, are liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO.

The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

The Jupiter General Insurance Company, Limited, State Bank Building. Bank Street, Fort, Bombay.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment to the said Raj Mal Totuka or to any other person on his behalf any amount becoming due under or in respect of the said Policies of Insurance or allowing the said policies to be in any way transferred assigned encumbered charged surrendered or otherwise disposed of in contravention of the said Order shall be void.

ORDER No. IX of 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and having its Registered office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And where as I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9. Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas, I am also satisfied that you, the Jagir Commissioner, Government of Rajasthan, Jaipur, have authority and/or are charged with duty to pay certain amount to the said Shri Raj Mal Totuka in respect of or as and by way of compensation for certain Jagirs of which one Shri Harish Chandra Totuka was at all relevant times the Jagirdar and which Jagirs are situated in Village Jhain in Tehsil Sawai Jaipur and Village Sangarwas in Tehsil Malarna Chor in which the said Shri Raj Mal Totuka has an interest.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act. I hereby prohibit you the said Jagir Commissioner, Government of Rajasthan, Jaipur, from paying over the said amount of compensation to the said Raj Mal Totuka or to any other person on his behalf or from transferring or otherwise disposing of the same which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO,

Administrator.

The Jupiter General Insurance Company, Limited,
State Bank Building, Bank Street, Fort, Bombay.

The Jagir Commissioner, Government of Rajasthan, Jalpur.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment of the said amount of compensation to the said Raj Mal Totuka or to any other person on his behalf or transfer or other disposition of the same in contravention of the above Order shall be void.

CRDER NO. X of 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and Having its Registered office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas, I am also satisfied that you, the Bank of Bikaner Limited, has in your possession or control certain amount standing to the credit of the said Raj Mal Totuka at your Jaipur Branch.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I herbey prohibit you the said Bank of Bikaner Limited, from paying over the said amount to the said Raj Mal Totuka or to any other person on his behalf or from allowing him to transfer or otherwise dispose of the same which, in my opinion, is liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO.

The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

The Bank of Bikaner, Limited, Bikaner.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force the payment of the said amount standing to the credit of the said Raj Mal Totuka or to any other person on his behalf or transfer or other disposition of the same in contravention of the above Order shall be void.

Copy to: The Bank of Bikaner, Limited, Jaipur Branch, Jaipur.

ORDER NO. XI OF 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and Having its Registered office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas, I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jalpur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas, I am also satisfied that the right, title and interest of the said Raj Mal Totuka as the Mortgagee of the immovable property situate at 184-D, Bani Park, E Scheme, Jaipur City, and belonging to Shri Bhuwan Mohan Kasliwal and which right, title and interest of the said Raj Mal Totuka are alleged to have been acquired by you Shri Bhanwar Lal Jain son of Mulchander and are within the meaning of Section 106 of the said Act the property of the

said Raj Mal Totuka and/or the property which is transferred by or on behalf of the said Raj Mal Totuka within two years before the commencement of the proceedings contemplated in sub-section (1) of Section 106 of the said Act.

Now, therefore, in exercise of the powers conferred upon me under subsection (1) of Section 52BB of the Insurance Act, 1938, and all other powers me thereunto enabling. I hereby prohibit you the said Bhanwar Lal Jain from receiving any payment from the said Bhuwan Mohan Kasliwal in respect of or due under the said mortgage, and/or from transferring or otherwise disposing of the said right, title and in erest of the mortgagee in the said immovable property situate at 184-D, Bani Park, E Scheme, Jaipur City, and belonging to the said Shri Bhuwan Mohan Kasliwal which, in my opinion, are liable to attachment in proceedings under Section 106 of the said Act.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. Rao,
Administrator,
The Jupiter General Insurance Company, Limited,
State Bank Building, Bank Street, Fort, Bombay.

Shri Bhanwar Lal Jain, Son of Mulchander, Chowkri Ghat Darwaja, Rasta Moti Singh Bhomiya, Adjacent to Pipli Mahadeoji,

Jaipur City.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for time being in force, receipt of any payment from the said Bhuwan Mohan Kasliwal in respect of or due under the said mortgage and/or transfer or other disposition of the said right, title and interest of the mortgagee in the said immovable property in contravention of the above Order, shall be void.

ORDER NO. XII OF 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and Having its Registered office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas, I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas, I am also satisfied that you Shri Bhuwan Mohan Kasliwal, Bani Park, E Scheme, Jaipur City, created a mortgage in favour of the said Shri Raj Mal Totuka alias R. M. Totuka on your immovable property situate at 184-D, Bani Park, E Scheme, Jaipur City, and whereas the said Raj Mal Totuka has purported to have transferred his right, title and interest as a mortgagee of the said property in favour of one Bhanwar Lal Jain son of Mulchander, originally of Tonk and now residing at Chowkri Ghat Dharwaja, Rasta Moti Singh Bhomiya, adjacent to Pipli Mahadeoji, Jaipur City, and whereas I am satisfied that the said right, title and interest as the mortgagee of the aforesaid immoveable property alleged to have been acquired by the said Shri Bhanwar Lal Jain is within the meaning of Section 106 of the said Act, the property of the said Shri R. M. Totuka and/or the property which is transferred by or on behalf of the said Shri R. M. Totuka within two years before the commencement of the proceedings contemplated under sub-section (1) of Section 106.

Now, therefore, in exercise of the powers conferred upon me under subsection (1) of Section 52BB of the Insurance Act and all other powers me thereunto enabling me, I prohibit you the said Shri Bhuwan Mohan Kasliwal

from paying over any amount in respect of or due under the said mortgage to the said Shri R. M. Totuka and/or to the said Shri Bhanwar Lal Jain or any other person or persons whatsoever as the aforesaid amount in my opinion is liable to attachment in proceedings under Section 106 of the Insurance Act, 1938.

Given under my hand at Bombay this 16th day of August, 1956.

M. J. RAO.

The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

Shri Bhuwan Mohan Kasliwal, Son of Man Mohan Lal Kasliwal, -814-D, Bani Park, E. Scheme, Jaipur City,

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force payment of any amount in respect of or due under the said mortgage to the said Shri R. M. Totuka and/or to the said Shri Bhanwar Lal Jain or any other person or persons whatsoever in contravention of the above Order shall be void.

ORDER NO. XIII OF 1956

In the matter of the Insurance Act, 1938, and in the matter of the Jupiter General Insurance Company, Limited, Registered at Bombay and Having its Registered office at State Bank Building, Bank Street, Fort, Bombay.

Whereas I, M. J. Rao, have been appointed by the Central Government as Administrator of the Jupiter General Insurance Company, Limited, under Section 52A of the Insurance Act, 1938.

And whereas, I am satisfied that Shri Raj Mal Totuka alias R. M. Totuka of Plot No. B-9, Gandhi Nagar, (Opposite New University of Rajputana Building), Jaipur, an Officer or employee at all relevant times of the Jupiter General Insurance Company, Limited, has rendered himself liable to be proceeded against under Section 106 of the Insurance Act, 1938.

And whereas, I am also satisfied that the said Raj Mal Totuka has certain share, right, title and interest in the compensation payable by the Government of Rajasthan, Jaipur, in respect of Jagirs situated in village Jhain in Tehsil Sawai Jaipur and village Sangarwas in Tehsil Malarna Chor and of which Jagirs you, Harish Chandra Totuka were the Jagirdar.

Now, therefore, in exercise of the powers conferred upon me by sub-section (1) of Section 52BB of the said Act, I hereby prohibit you the said Harish Chandra Totuka from paying over the said amount of compensation to the said Raj Mal Totuka or to any other person or persons on his behalf or from trans-

ferring or otherwise disposing of the same which in my opinion is liable to attachment in proceedings under Section 106 of the Insurance Act, 1938.

Giver under my hand at Bombay this 16th day of August, 1956.

M. J. Rao,

The Jupiter General Insurance Company, Limited, State Bank Building, Bank Street, Fort, Bombay.

Shri Harish Chandra Totuka, Rasta Bara Gangor, Chowkri Visheshwarji, Jaipur City.

Note:—Under the provisions of the sub-section (7) of Section 52BB of the Insurance Act, 1938, notwithstanding anything contained in any other law for the time being in force, the payment of the said amount of compensation to the said Raj Mal Totuka or to any other person on his behalf or transfer or disposition of the same in contravention of the Order shall be void.

[No. 110(17)-INS/56.] B. K. KAUL, Jt. Secy.